

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

Valuation of Security Assumption of Executory Contract or Unexpired Lease Lien Avoidance

Last revised: August 1, 2020

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re: Case No.: 19-28795
TARA DELORME Judge: CMG

Debtor(s)

Chapter 13 Plan and Motions

☐ Original ☒ Modified/Notice Required Date: 4/5/21
☐ Motions Included ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☒ DOES ☐ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: /s/ SJA

Initial Debtor: /s/ TD

Initial Co-Debtor: _____

Part 1: Payment and Length of Plan

a. The debtor shall pay \$ 200 per month to the Chapter 13 Trustee, starting on 11/1/19 for approximately 36 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: _____

☐ Refinance of real property:

Description:

Proposed date for completion: _____

☒ Loan modification with respect to mortgage encumbering property:

Description: 315 Eastern Blvd, Bayville, NJ 08721 (Modification obtained and approved)

Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection ☐ NONE

a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$ _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ 3430 (\$ 2947 paid)
DOMESTIC SUPPORT OBLIGATION		
Berkely Twp Sewerage Authority	PRIORITY	\$ 265

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
PennyMac Loan Services	current and paid outside of plan				

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

c. Secured claims excluded from 11 U.S.C. 506: ☐ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☐ **NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☐ **NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
VW Credit Leasing	2018 Atlas	unknown (believed to be leased vehicle)	unknown

f. Secured Claims Unaffected by the Plan ☐ **NONE**

The following secured claims are unaffected by the Plan:

g. Secured Claims to be Paid in Full Through the Plan: ☐ **NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan

Part 5: Unsecured Claims ☐ **NONE**

a. Not separately classified allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ _____ to be distributed *pro rata*
- ☐ Not less than _____ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
Navient/Dept of Education	Non-Dischargeable Student Loan	Paid Outside of BK	\$ 350 per month commencing 1/1/20

Part 6: Executory Contracts and Unexpired Leases ☐ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
VW Credit	n/a	Car Lease	Rejected	n/a

Part 7: Motions ☐ NONE

NOTE: All plans containing motions must be served on all affected lienholders, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal*, and valuation must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). ☐ NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
DeNoia & Tambasco, LLC	Residence	Judgment	\$ 4,721	\$ 293,000	\$ 25,150	\$ 290,695	\$ 4721 or full amount of lien* * Motion previously granted. Included for info. purposes only

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon confirmation
☐ Upon discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Administrative Claims
- 3) Priority Claims
- 4) Secured Claims 5) GUC

d. Post-Petition Claims

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☐ NONE

NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 10/1/19.

Explain below **why** the plan is being modified:
VW vehicle surrendered and returned

Explain below **how** the plan is being modified:
Vehicle now indicated as surrendered and/or lease rejected

Are Schedules I and J being filed simultaneously with this Modified Plan?

☒ Yes

☐ No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 4/5/21

/s/ Tara DeLorme
Debtor

Date: _____

Joint Debtor

Date: 4/5/21

/s/ Steven J. Abelson
Attorney for Debtor(s)

In re:
Tara A DeLorme
Debtor

Case No. 19-28795-CMG
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-3
Date Rcvd: Apr 19, 2021

User: admin
Form ID: pdf901

Page 1 of 3
Total Noticed: 42

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 21, 2021:

Recip ID	Recipient Name and Address
db	+ Tara A DeLorme, 315 Eastern Blvd, Bayville, NJ 08721-2963
cr	+ VW Credit, Inc., P.O. Box 340514, Tampa, FL 33694-0514
518671137	+ Berkeley Township Sewerage Authority, 255 Atlantic City Blvd., Bayville, NJ 08721-1296
518493251	+ Berkeley Twp, 42 Station Road, Bayville, NJ 08721-2129
518493255	+ DeNoia & Tambasco LLC, 501 Main Street, Toms River, NJ 08753-7419
518838866	ECMC, P.O. Box 16408, St. Paul, MN 55116-0408
518838867	ECMC, P.O. Box 16408, St. Paul, MN 55116-0408, ECMC, P.O. Box 16408 St. Paul, MN 55116-0408
518493256	+ Inbox Loan, P.O. Box 881, Santa Rosa, CA 95402-0881
518493257	+ JCP&L, PO Box 16001, Reading, PA 19612-6001
518493259	+ Mercury Card Services, P.O. Box 84064, Columbus, GA 31908-4064
518493261	+ NJ Natural Gas, P.O. Box 1378, Wall, NJ 07719-1378
518516242	+ NJ Natural Gas Co, 1415 Wykoff Rd, POB 1378, Wall, NJ 07719-1378
518493262	+ NRG Home Solar, P.O. Box 121122, Dallas, TX 75312-1122
518534266	+ Navient Solutions, LLC. on behalf of, American Student Assistance, PO BOX 16129, St. Paul, MN 55116-0129
518493264	+ PAM, LLC-PA Turnpike, P.O. Box 1520, Milwaukee, WI 53201-1520
518493266	+ PennyMac Loan Services, P.O. Box 514387, Los Angeles, CA 90051-4387
518610968	+ PennyMac Loan Services, LLC., P.O. Box 2410, Moorpark, CA 93020-2410
518493267	+ Raymour & Flanigan, c/o Wells Fargo Bank, P.O. Box 10475, Des Moines, IA 50306-0475
518556380	+ TD Retail Card Services, c/o Creditors Bankruptcy Service, P.O. Box 800849, Dallas, TX 75380-0849
518493268	+ Target, Bankruptcy Dept, P.O. Box 1327, Minneapolis, MN 55440-1327
518525192	+ VW Credit Leasing, Ltd, c/o VW Credit, Inc., PO Box 9013, Addison, Texas 75001-9013

TOTAL: 21

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: usanj.njbankr@usdoj.gov	Apr 19 2021 20:48:00	U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+ Email/Text: ustpreion03.ne.ecf@usdoj.gov	Apr 19 2021 20:48:00	United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
518493250	+ Email/Text: g20956@att.com	Apr 19 2021 20:48:00	AT&T Mobility, PO Box 537104, Atlanta, GA 30353-7104
518493249	+ Email/Text: kristin.villneauve@allianceoneinc.com	Apr 19 2021 20:47:00	Alliance One, 4850 Street Rd, Ste 300, Trevoise, PA 19053-6643
518493252	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Apr 19 2021 22:13:51	Best Buy Credit Services, Citibank, P.O. Box 790441, Saint Louis, MO 63179-0441
518493253	+ Email/PDF: AIS.cocard.ebn@americaninfosource.com	Apr 19 2021 22:13:43	Capital One, Bankruptcy Dept, P.O. Box 30273, Salt Lake City, UT 84130-0273
518493254	+ Email/PDF: creditonebknotifications@resurgent.com	Apr 19 2021 22:12:43	Credit One, P.O. Box 98873, Las Vegas, NV 89193-8873
518506789	+ Email/PDF: EBN_AIS@AMERICANINFOSOURCE.COM	Apr 19 2021 22:14:48	Directv, LLC, by American InfoSource as agent, 4515 N Santa Fe Ave, Oklahoma City, OK

District/off: 0312-3

User: admin

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Date Rcvd: Apr 19, 2021

Form ID: pdf901

Total Noticed: 42

518570891	Email/Text: JCAP_BNC_Notices@jcap.com	Apr 19 2021 20:48:00	73118-7901 Jefferson Capital Systems LLC, Po Box 7999, Saint Cloud Mn 56302-9617
518510719	Email/PDF: resurgentbknofications@resurgent.com	Apr 19 2021 22:12:49	LVNV Funding, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
518493258	+ Email/Text: bankruptcy@ldf-holdings.com	Apr 19 2021 20:48:00	Loan At Last, Niizhwaaswi, LLC, P.O. Box 1193, Lac Du Flambeau, WI 54538-1193
518493260	+ Email/PDF: pa_dc_ed@navient.com	Apr 19 2021 22:14:44	Navient/Dept of Ed, P.O. Box 9655, Wilkes Barre, PA 18773-9655
518493263	+ Email/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM	Apr 19 2021 20:48:00	Overstock, Comenity Bank, P.O. Box 659450, San Antonio, TX 78265-9450
518493265	+ Email/PDF: gecsed@recoverycorp.com	Apr 19 2021 22:13:39	Paypal/Synchrony Bank, Bankruptcy Department, P.O. Box 5138, Timonium, MD 21094-5138
518601320	Email/Text: bnc-quantum@quantum3group.com	Apr 19 2021 20:48:00	Quantum3 Group LLC as agent for, Comenity Bank, PO Box 788, Kirkland, WA 98083-0788
518601319	Email/Text: bnc-quantum@quantum3group.com	Apr 19 2021 20:48:00	Quantum3 Group LLC as agent for, Comenity Capital Bank, PO Box 788, Kirkland, WA 98083-0788
518609655	+ Email/PDF: gecsed@recoverycorp.com	Apr 19 2021 22:13:39	Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
518494969	+ Email/PDF: gecsed@recoverycorp.com	Apr 19 2021 22:13:39	Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
518493269	Email/Text: vci.bkcy@vwcredit.com	Apr 19 2021 20:48:00	Volkswagen Credit, Dept 129601, P.O. Box 67000, Detroit, MI 48267
518493270	+ Email/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM	Apr 19 2021 20:48:00	Wayfair, Comenity Bank, Bankruptcy Department, P.O. Box 182273, Columbus, OH 43218-2273
518493271	+ Email/Text: documentfiling@lciinc.com	Apr 19 2021 20:47:00	Xfinity/Comcast, P.O. Box 3001, Southeastern, PA 19398-3001

TOTAL: 21

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 21, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

District/off: 0312-3

User: admin

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Date Rcvd: Apr 19, 2021

Form ID: pdf901

Total Noticed: 42

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 19, 2021 at the address(es) listed below:

Name	Email Address
Albert Russo	on behalf of Trustee Albert Russo docs@russotrustee.com
Albert Russo	docs@russotrustee.com
Denise E. Carlon	on behalf of Creditor VW Credit Leasing Ltd dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
Gavin Stewart	on behalf of Creditor VW Credit Inc. bk@stewartlegalgroup.com
Steven J. Abelson	on behalf of Debtor Tara A DeLorme sjaesq@atrbklaw.com atrbk1@gmail.com;r49787@notify.bestcase.com
U.S. Trustee	USTPRegion03.NE.ECF@usdoj.gov
William M. E. Powers, III	on behalf of Creditor PennyMac Loan Services LLC ecf@powerskirn.com
William M.E. Powers, III	on behalf of Creditor PennyMac Loan Services LLC ecf@powerskirn.com

TOTAL: 8